

AG Contract No. KR96 0443TRN
ADOT ECS File No. JPA 96-24
Section: I-17 Excess Millings

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF CAMP VERDE

THIS AGREEMENT is entered into 16 April, 1996,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the TOWN OF CAMP VERDE, acting by and
through its MAYOR and TOWN COUNCIL (the "Town").

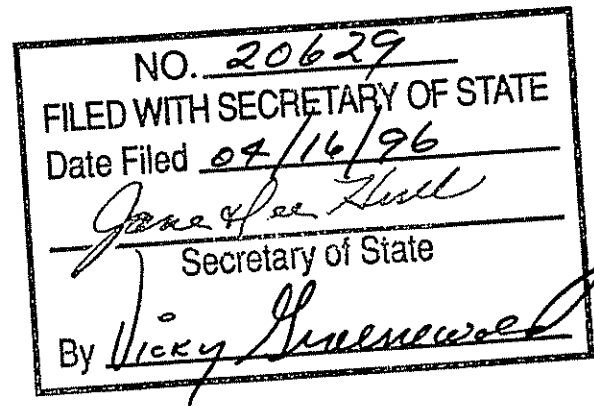
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. Incident to an improvement project to I-17 near the Town, the State has a requirement to dispose of excess highway asphalt millings. The Town has a requirement for a such millings, and has requested the State to transport the excess millings to the Town at Town expense.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:



II. SCOPE

1. The State will:

a. Transport excess millings that the State would otherwise have to dispose of to the Town, and deposit same at the end of Industrial Drive in the Town, which is approximately 1/2 mile east of the I-17 Camp Verde traffic interchange (exit 287).

b. Invoice the Town for the reasonable direct actual cost of transporting the millings to the Town's deposit site.

2. The Town will:

a. Reimburse the State for the reasonable direct actual cost of transporting the millings to the Town deposit site, in an amount estimated at \$15,000.00, within thirty (30) days after receipt of an invoice.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said hauling and reimbursement; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance of any of the provisions of this agreement, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Camp Verde
Town Manager
Box 710
Camp Verde, AZ 86322

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF CAMP VERDE

STATE OF ARIZONA
Department of Transportation

By 
CARTER ROGERS
Mayor

By 
AUGUST V. HARDT
Deputy State Engineer


ATTEST

By 
DANE BULLARD
Town Clerk

RESOLUTION

BE IT RESOLVED on this 5th day of March 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Camp Verde for the purpose of defining responsibilities for the transfer of excess highway asphalt milling from I-17 to the Town at Town expense.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for Maintenance for approval and execution.


for LARRY S. BONINE
Director

RESOLUTION 96-345


**A RESOLUTION OF MAYOR AND COMMON COUNCIL OF THE
TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,
APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF
TRANSPORTATION ("ADOT") FOR TRANSPORT AND STOCKPILING
OF PROJECT IM-17-2(119) ASPHALT MILLINGS**

WHEREAS, the State of Arizona, Department of Transportation ("ADOT") has available asphalt millings from Project IM-17-2(119) that would be beneficial to the Town for use in road surfacing, and

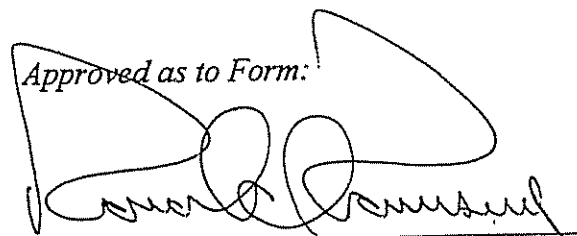
WHEREAS, ADOT has proposed delivery and stockpiling of the millings at a cost to the Town of approximately \$15,000 for delivery to the Town at a site at the end of Industrial Drive,

NOW THEREFORE THE MAYOR AND THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE RESOLVE, PURSUANT TO ARS 11-952.H, TO ENTER INTO THE PROPOSED INTERGOVERNMENTAL AGREEMENT (JPA 96-24) FOR THE DELIVERY AND PAYMENT OF THE ASPHALT MILLINGS OF THE PROJECT (IM-17-2[119]), AND DELEGATE TO THE MAYOR THE AUTHORITY TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN.

PASSED, APPROVED AND ADOPTED by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona on the 3 day of March, 1996.


Carter Rogers, Mayor

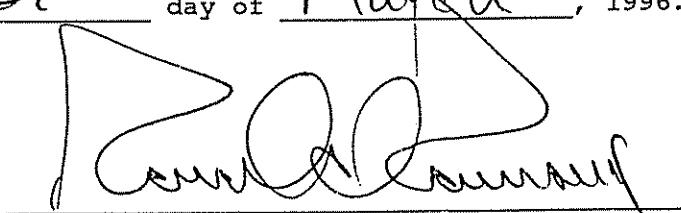
Attest: 
Dane Bullard, Town Clerk

Approved as to Form:

Ronald C. Ramsey, Town Attorney

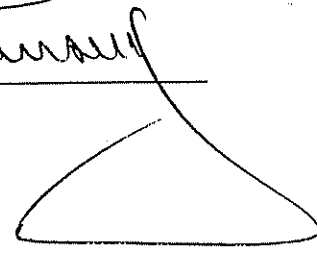
APPROVAL OF THE CAMP VERDE TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF CAMP VERDE and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 22 day of March, 1996.



Town Attorney





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: 542-1680

Direct: 542-8837

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GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR96-0443-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 10th day of April, 1996.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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